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OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 17th day of September, 2008, between Brant S. Darnell and Leslie P. Darnell, Lessor (whether one or more), whose address is: 6508 Massey Ct., North Richland Hills TX, 76180, and XTO Energy Inc., whose address is: 810 Houston St., Fort Worth,

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows:

0.266 Acres, more or less, out of the T.K. Martin Survey, Abstract No. 1055, and being Lot 10, Block 6, Glenann addition, Second Filing, an addition to the City of North Richland Hills, Tarrant County, Texas, according to the Map or Plat thereof recorded in Volume 388-82, Page 42, of the plat records, Tarrant County, Texas, and being those same lands more particularly described in a General Warranty Deed with Vendor's Lien in Favor of Third Party, dated April 13, 2000, from Roby G. Upchurch and Stacy A. Upchurch, to Brant S. Darnell and Leslie P. Darnell, husband and wife, recorded thereof as Volume No. 14310, Page No. 525, Deed riparian rights.

This is a non-development Oil, Gas and Mineral Lease, whereby Lessee, its successors or assigns, shall not conduct any operations, as defined herein, on the surface of said lands. However, Lessee shall have the right to pool or unitize said lands, or part thereof, with other lands to comprise an oil and/or gas development unit. It is the intention of Lessor to allow Lessee to explore for oil and/or gas without using the surface of portion of this leave.

This clause shall take precedence over any references to surface operations contained within the preprinted

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by hereunder, said land shall be deemed to contain 0.266 acres, whether actually containing more or less, and the above recital of acreage in any contions hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of 3 years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

and with no cessation for more than ninety (90) consecutive days:

3. As royally, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, average posted market price of such 25% part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, produced from said land (1) when sold by Lessee and the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, produced from said land (1) when sold by Lessee 25% of the amount realized by Lessee, computed at the mouth of the well, or (2) when and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed the royalty shall be one dollar (\$1.00) per long to at the expiration of the primary term or at any time or times thereafter, there is any well on said land or not enthic stiff in the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or said land or on lands with which said land or said lands with which said land or sa

as provided in paragraph 5 hereof, in the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage toterance; provided, however, units may be established as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage toterance; of limited to one or more entered or the following; (1) gas, other than each granted as so any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage toterance; of limited to one or more minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units that are produced in the subscription of a well at a regular basis of a single and the conservation agency having jurisdiction. If larger units that are produced in the subscription of a well at a regular basis of a single produced in the subscription of a well at a regular basis of the decision of the conservation of a well at a regular basis of the decision of the conservation of the public of relating to recorded. Such unit should become effective as of the date provided for in said instrument or instruments or decision in the public on instrument or instruments of the subscription of the subs

no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

- 5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.
- 6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.
- 7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lesser. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.
- 8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the pant thereof, to the credit of the decedent in a depository
- 9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after service of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any action shall be brought until the lapse of any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less that forty acres), existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such surface facilities necessary or convenient for current operations.
- 10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the and/or assigns under this lease. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.
- 11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shutin well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more decurred.
- 12. Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.
- 13. Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.
- 14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

s and time during ment shall us payment) years.

the initial primary term by delivery of payment of an additional	stitute consideration for an option to the Lessee, its successor is second two (2) year term. This option may be exercised any all bonus of \$20,000,00 per net mineral acre. The bonus paywent Lessee elects to exercise this option and makes the bonus full force and effect as if the original primary term was five (5)
VVITNESS WHEREOF, this instrument is executed on the	e date first above written.
STATE OF	LESSOR: LESLIE P. DARNELL
COUNTY OF Tarran +) ss. (ACK	(NOWLEDGMENT FOR INDIVIDUAL)
This instrument was acknowledged before me on the 17 day of SEPTEMBER, 2008 by Brant S. Darnell and Leslie P. Darnell	
THOMAS LEE GARVIE	Signature

My Commission Expires April 18, 2012

Printed Thomas Lee Garvie